

**REPORT OF THE
BOARD OF DIRECTORS OF THE
COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

MAY 22, 2009

ATTENDANCE

Present: Chairman Warren L. Batts and Directors David A. Ansell, MD, MPH; Hon. Jerry Butler; David Carvalho; Quin R. Golden; Benn Greenspan, PhD, MPH, FACHE; Sister Sheila Lyne, RSM; Luis Muñoz, MD, MPH; Heather E. O'Donnell, JD, LLM and Andrea Zopp (10)

Absent: Vice Chairman Ramirez (1)

Also Present: Pitt Calkin – Interim Chief Financial Officer, Cook County Health and Hospitals System; Matthew B. DeLeon – Secretary to the Board of Commissioners of Cook County; William T. Foley – Chief Executive Officer, Cook County Health and Hospitals System; Randall Mark – Director of Policy Analysis, Cook County Health and Hospitals System; Stephen Martin, PhD, MPH – Chief Operating Officer, Cook County Department of Public Health; Jeff McCutchan – Supervisor, Transactions and Health Law Division, Office of the State's Attorney; Elizabeth Reidy – Deputy Chief, Civil Actions Bureau, Office of the State's Attorney

Ladies and Gentlemen:

Your Board of Directors of the Cook County Health and Hospitals System met pursuant to notice on Friday, May 22, 2009 at the hour of 7:30 A.M. at Stroger Hospital, 1901 W. Harrison Street, in the fifth floor conference room, in Chicago, Illinois.

Your Board of Directors has considered the following items and upon adoption of this report, the recommendations follow.

Matthew B. DeLeon, Secretary to the Board of Commissioners of Cook County, called the roll of members and it was determined that a quorum was present.

PUBLIC COMMENTS

Chairman Batts asked the Secretary to call upon the registered speakers.

The Secretary called upon the following registered public speaker:

1. George Blakemore Concerned Citizen

**APPROVAL OF THE MINUTES OF THE MEETING OF THE COOK COUNTY HEALTH
AND HOSPITALS SYSTEM BOARD OF DIRECTORS OF FRIDAY, APRIL 24, 2009**

Director Butler, seconded by Director Muñoz, moved to approve the minutes of the meeting of the Cook County Health and Hospitals System Board of Directors of Friday, April 24, 2009. THE MOTION CARRIED UNANIMOUSLY.

APPROVAL OF THE MINUTES OF THE SPECIAL MEETING OF THE COOK COUNTY
HEALTH AND HOSPITALS SYSTEM BOARD OF DIRECTORS OF SATURDAY, MAY 16, 2009

Director Butler, seconded by Director Greenspan, moved to approve the minutes of the special meeting of the Cook County Health and Hospitals System Board of Directors of Saturday, May 16, 2009. THE MOTION CARRIED UNANIMOUSLY.

REPORT FROM SYSTEM BOARD CHAIRMAN WARREN L. BATTS

Chairman Batts reported on the following subjects:

Efforts on policy review work

Chairman Batts referenced the ongoing work on the review of policies; he reminded the Directors to continue their progress in order for the recommendations to be brought to the Board for consideration.

Upcoming Public Hearing of the Cook County Board's Contract Compliance Committee regarding GPOs and MBE/WBE compliance

Chairman Batts made a brief statement regarding the upcoming Public Hearing of the Cook County Board's Contract Compliance Committee to discuss group purchasing organizations (GPOs) and MBE/WBE compliance. He referenced the enabling ordinance and its directive that the System Board find ways to reduce the cost of the System's purchases. He stated that it has been indicated that a considerable amount of money can be saved through the utilization of GPOs, possibly \$40 million and even up to \$60 million per year, based upon the basic commodity-type products purchased by the System.

Additionally, Chairman Batts provided examples of hospitals/health care entities outside of the System that currently utilize GPOs, and who have minority and women business enterprise goals. One of these entities, the University of Chicago Medical Center, recently had representatives appear before the System Board's Finance Committee to present information on their successful diversity program and initiatives.

REPORT FROM THE SYSTEM
CHIEF EXECUTIVE OFFICER WILLIAM T. FOLEY

Mr. Foley presented the following (Attachment #1):

Chief Executive Officer's 90 Day – 6 Month – 1 Year Plan for the Cook County Health and Hospitals System

Mr. Foley went over the plan presented, and invited the Directors to provide input on any additions or modifications they would like his focus upon over the next year. Discussion took place on several of the subjects mentioned in the plan.

Mr. Foley referenced the performance improvement assessment that is currently being done by Navigant Consulting, which is expected to be done within three months. Their assessment should provide opportunities for performance improvement in areas such as revenue cycle, labor and non-labor productivity, and physician services. He noted that there will be a request for proposals (RFP) for the services needed to implement the opportunities found as a result of the performance improvement assessment.

Mr. Foley stated that he would like to create the Office of Performance Improvement, which will coordinate the activities of the various consultants involved in System functions and activities. Additionally, he reviewed the timeframe for the System's take-over of human resource and purchasing functions.

The Board discussed senior leadership positions and recruitment efforts. Mr. Foley stated that the System needs its own Chief Financial Officer, Chief Medical Officer, and Chief Information Officer. Discussion took place on the status of recruitment efforts for the following positions: Chief Compliance Officer; head of Public Relations and Communications; and Director of Human Resources. Director Muñoz added that further information on the recruitment of a Chief Compliance Officer would be provided during his presentation of the Audit and Compliance Committee Report later in the meeting.

With regard to the assessment of physician services, Chairman Batts referenced Director Lyne's working group that reviews medical school relationships; he suggested that the workgroup be involved with the review of physician services. Director Lyne agreed that intermittently, such involvement would be beneficial.

Chairman Batts stated for the record that the working group he appointed to review medical school relationships, headed up by Director Lyne, and composed of Vice Chairman Ramirez and Director O'Donnell, will also work on the assessment of physician services.

Mr. Foley stated that an important piece not yet included in the plan is service excellence. Where it fits in the plan is still to be determined, but its importance is worth mentioning. He noted that it was striking to find out that an employee satisfaction survey at Stroger Hospital has not been done in a couple of years, and that was concerning. He believes that service excellence begins with the employees, physicians and staff; it is important to engage them and have a vision for the System. His revised plan will include goals relating to service excellence.

Director Zopp suggested that the plan include the goal of building relationships with all of the key stakeholders, such as the employees, unions, County Commissioners, and the public.

Chairman Batts stated that if there is consensus among the Board that the plan is appropriate, then he would ask the Human Resources Committee to work with Mr. Foley to work out an incentive plan, which includes targets and rewards.

Human Resources Committee Chairman Zopp agreed that that would be an appropriate direction.

Director Ansell stated that the System needs a strategy on nursing. Mr. Foley agreed, stating that he will work with the Quality and Patient Safety Committee on that subject. Chairman Batts added that in a recent meeting with United States Senator Richard Durbin, it was suggested that the System work with other regional partners to jointly develop a plan that would relieve the nursing problem. Director Carvalho referenced work being done by the Metropolitan Chicago Healthcare Council on this subject.

Director Carvalho requested that Mr. Foley or one of the System Committees look into the question of why the System does not do screening mammograms. In addition, Director Golden requested that the exact amount of reimbursement that each hospital receives for such screenings be provided; she thought that reimbursement amounts may differ between Stroger Hospital and Provident, for example¹.

Mr. Foley concluded by reviewing efforts on strategic planning. He stated that the next step is community engagement and how to proceed. They are talking about having multiple town hall meetings throughout the County. A series of meetings early on in the process could be held to seek information; later on in the process when there is a plan, there will be meetings to roll out the proposed strategies and receive input.

COMMITTEE REPORT

Quality and Patient Safety Committee.....Meeting of 4-28-09*

* note: Medical Staff Appointments/Re-appointments/Changes, as amended, were approved by the Quality and Patient Safety Committee at this meeting.

Director Ansell, seconded by Director Muñoz, moved to approve the Report of the Quality and Patient Safety Committee for the meeting of April 28, 2009. THE MOTION CARRIED UNANIMOUSLY.

COMMITTEE REPORT

Finance Committee.....Meeting of 4-30-09*

* note: Contracts and Procurement Items, as amended, were approved by the Finance Committee at this meeting.

During the discussion of the Finance Committee Report, the subject of contract compliance arose. Chairman Batts requested that the Director of the County's Department of Contract Compliance be invited to an upcoming Board meeting to provide the Board with further information on the subject.²

Director Carvalho, seconded by Director Butler, moved to approve the Report of the Finance Committee for the meeting of April 30, 2009. THE MOTION CARRIED UNANIMOUSLY.

COMMITTEE REPORT

Human Resources Committee.....Meeting of 5-01-09

Director Zopp noted that she would present an update to the Board in closed session on an item that was discussed in closed session at the Human Resources Committee meeting.

Director Zopp, seconded by Director Lyne, moved to approve the Report of the Human Resources Committee for the meeting of May 1, 2009. THE MOTION CARRIED UNANIMOUSLY.

COMMITTEE REPORT

Audit and Compliance Committee..... Meeting of 5-14-09

Director Muñoz, seconded by Director Lyne, moved to approve the Report of the Audit and Compliance Committee for the meeting of May 14, 2009. THE MOTION CARRIED UNANIMOUSLY.

COMMITTEE REPORT

Finance Committee.....Meeting of 5-15-09*

* note: the following were approved by the Finance Committee at this meeting: Contracts and Procurement Items, as amended; a proposal for ERP acquisition; and a real estate matter.

Director Carvalho, seconded by Director Butler, moved to approve the Report of the Finance Committee for the meeting of May 15, 2009. THE MOTION CARRIED.

Director Carvalho recused himself and voted PRESENT on request numbers 12 and 19, under the Contracts and Procurement Items, as amended, contained in the Report of the Finance Committee for the meeting of May 15, 2009.

REVIEW AND APPROVE REQUEST TO ENTER INTO AND EXECUTE CONTRACT WITH
NAVIGANT CONSULTING FOR TURNAROUND ASSESSMENT AND CONSULTING SERVICES
(Attachment #2)

Director Carvalho, seconded by Director O'Donnell, moved to approve the request to enter into and execute a contract with Navigant Consulting for turnaround assessment and consulting services. THE MOTION CARRIED UNANIMOUSLY.

REQUEST FOR AUTHORIZATION FOR THE PURCHASING AGENT
TO ENTER INTO AND EXECUTE CONTRACT
(Attachment #3)

Review and approve request for authorization for the Purchasing Agent to enter into and execute contract with AT & T Corporation, to provide video conference equipment, as well as associated services, including configuration, installation, implementation, training and maintenance services, for the Cook County Department of Public Health to communicate during normal and emergency operations with those governmental and non-governmental offices inside and outside County government.

Dr. Stephen Martin, Chief Operating Officer of the Cook County Department of Public Health, presented additional information on the request, and responded to questions relating to the funding source and scope of the contract.

Director Butler, seconded by Director O'Donnell, moved to approve the request for authorization for the Purchasing Agent to enter into and execute a contract with AT & T. THE MOTION CARRIED UNANIMOUSLY.

REQUEST TO APPLY FOR GRANT
(Attachment #4)

Request from the Cook County Department of Public Health for authorization to apply for a grant from the National Association of County & City Health Officials (NACCHO), in the amount of \$400,000.00, to work in collaboration with the Public Health Institute of Metropolitan Chicago, a not for profit organization with expertise in the administration of grants involving public health projects, and with the University of Illinois at Chicago School of Public Health (UICSPH).

Dr. Martin provided an overview of the request presented.

Director Butler, seconded by Director Lyne, moved to approve the request from the Cook County Department of Public Health to apply for a grant from the National Association of County and City Health Officials. THE MOTION CARRIED.

Director Greenspan recused himself and voted PRESENT.

REPORT FROM CCHHS AD HOC WORKING GROUP
ON MEDICAL SCHOOL RELATIONSHIPS

Director Lyne stated that she expected to report on the subject at the next meeting of the Board.

REPORT FROM CCHHS AD HOC WORKING GROUP
ON LEGISLATIVE COMMUNICATIONS

Director O'Donnell presented a report on behalf of the working group on legislative communications. The group, composed of Director O'Donnell, Vice Chairman Ramirez and Director Carvalho, has recently met with the System Chief Operating Officer, David Small, and Randall Mark, Director of Policy Analysis for the System, to review legislative initiatives. One of the topics discussed was a possible legislative effort which would require other counties to contribute to the cost for their residents' health care, if they are treated at the System. She stated that they will be meeting soon to follow up on that discussion.

MISCELLANEOUS

Director Ansell informed the Board that the National Association of Public Hospitals has an annual quality award. He stated that a System program, WeAsk SBIRT (Screening, Brief Intervention, Referral and Treatment), set up by Dr. Jennifer Smith, has been given this award. The Quality and Patient Safety Committee will receive an overview of the program by Dr. Smith at their meeting on May 26, 2009.

UPDATE FROM AD HOC STRATEGIC PLANNING COMMITTEE

Discussion on this subject took place during Mr. Foley's earlier report presented to the Board.

DISCUSSION OF PERSONNEL MATTERS

DISCUSSION OF LABOR NEGOTIATIONS

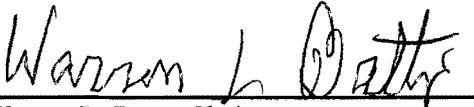
Director Butler, seconded by Director Lyne, moved to recess the regular session and convene into closed session, pursuant to an exception to the Open Meetings Act, 5 ILCS 120/2(c)(2), et seq., which permits closed meetings for consideration of "collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees," and pursuant to an exception to the Open Meetings Act, 5 ILCS 120/2(c)(1), which permits closed meetings for consideration of "the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity." **THE MOTION CARRIED UNANIMOUSLY.**

Director Lyne, seconded by Director Golden, moved to adjourn the closed session and convene into regular session. **THE MOTION CARRIED UNANIMOUSLY.**

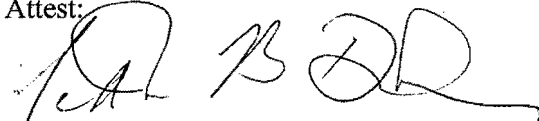
ADJOURNMENT

Director Muñoz, seconded by Director Lyne, moved to adjourn. THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED.

Respectfully submitted,
Board of Directors of the
Cook County Health and Hospitals System


Warren L. Batts, Chairman

Attest:


Matthew B. DeLeon, Secretary

The following was requested or was indicated as a follow-up item at this meeting:

¹ Follow-up: request that Mr. Foley or one of the System Committees look into the question of why the System does not do screening mammograms. Also, request that the exact amount of reimbursement each hospital receives for such screenings be provided. On page 4.

² Follow-up: Request that the Director of the County's Department of Contract Compliance be invited to an upcoming Board meeting to provide the Board with further information on the subject of compliance. On page 4.

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
May 22, 2009

ATTACHMENT #1

WILLIAM T. FOLEY
CCHHS CEO
90 DAY—6 MONTH—1 YEAR PLAN
MAY 22, 2009

9/1/09:

- Complete Navigant Consulting Performance Improvement Assessment.
- Initiate ERP installation.
- Revise MedAssets agreement.
- Establish Office of Performance Improvement and hire a Director as an interim, full-time position for a period of no longer than 1 year.
- Hire Director of Human Resources.
- Hire Director of Public Relations/Communications.
- Complete Solucient FTE benchmarking study and implement Phase 1 reduction-in-force.
- Select Group Purchasing Organization (GPO) and finalize agreement.

12/1/09:

- Complete Phase 1 of performance improvement project with focus on revenue cycle management, labor productivity, non-labor productivity, and physician services.
- Complete Phase 1 of ERP installation: financial reporting/general ledger.
- Implement Phase 2 reduction-in-force.
- Hire CCHHS CFO.
- Hire CCHHS CMO.
- Hire CCHHS CIO.
- Finalize and approve CCHHS Strategic Plan.
- Finalize and approve CCHHS 3-Year Financial Plan.

6/1/10:

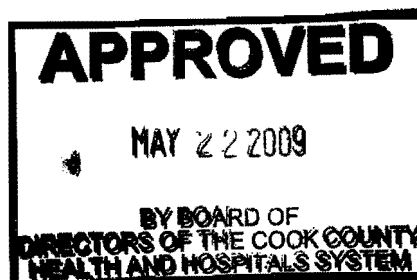
- Complete Phase 2 (final phase) of performance improvement project including staff education and training.
- Complete Phase 2 of ERP installation: human resources, payroll, productivity, supply chain.
- Implement Phase 1 strategic plan strategies.

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
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ATTACHMENT #2

Proposed Contract with Navigant Consulting Inc. (NCI)

	Begins on (top right corner page numbers)
<u>Part I - Navigant Consulting Inc. Contract</u>	<u>Page 2</u>
<u>Exhibit A - Scope of Work</u>	<u>Page 4</u>
<u>Exhibit B - Payment Terms</u>	<u>Page 16</u>
<u>Table of Tasks</u>	<u>Page 21</u>
<u>Part II - General Conditions</u>	<u>Page 26</u>
<u>Economic Disclosure Statement and</u>	
<u>Execution Document</u>	<u>Page 40</u>



PART I

CONTRACT FOR SERVICE BETWEEN THE COUNTY OF COOK/COOK COUNTY HEALTH AND HOSPITALS SYSTEM AND Navigant Consulting Inc (NCI)

This Contract is made and entered into by and between the County of Cook, Illinois, a body politic and corporate, ("County") through its Cook County Health and Hospitals System ("System"), and Navigant Consulting Inc, or NCI ("Contractor"), with its principal place of business at 30 S Wacker Drive, Suite 3100, Chicago, IL 60606.

WHEREAS, the System makes health care services available to persons who reside in Cook County, Illinois, regardless of their ability to pay, including the provision of health care to the indigent in a proficient and compassionate manner, and performs this function through the System which, through its health care delivery system, provides ambulatory and hospital health services; and,

WHEREAS, the System requires the following services: specific assessment services as part of "turnaround" consulting to the System ("Services") and

WHEREAS, the Contractor is willing and able to supply the Services on the terms and conditions provided and in consideration for the fees set forth herein; and;

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

I. SCOPE OF WORK

The Contractor agrees to perform the Services that are described in Exhibit A, Scope of Work. All such work must be completed by August 31, 2009.

II. TERM

This Contract shall commence upon approval by the Board and shall continue until August 31, 2009. This Contract may be extended upon the mutual agreement of Contractor and the Cook County Health and Hospitals System Board ("System Board").

III. COMPENSATION AND PAYMENT

Compensation and Payment shall be made as set forth in Exhibit B, Payment Terms.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions for Contract for Service-Sole Source.

V. EXHIBITS

The Contract incorporates the following Exhibits attached hereto:

Exhibit A, Scope of Work;
Exhibit B Payment Terms; and
Exhibit C CCHHS Board Authorization to Enter into Contract
Table # 1, High-level Assessment Work Plan.

VI. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I; Contract for Service;
- (2) Part II, General Conditions;
- (3) Exhibit A, Scope of Work;
- (4) Exhibit B, Payment Terms; and
- (5) Table # 1, High-level Assessment Work Plan.
- (6) EDS forms

END OF PART I

EXHIBIT A

SCOPE OF WORK

I. EXECUTIVE SUMMARY:

The Cook County Health and Hospitals System (CCHHS) has determined that in the course of effecting significant improvement to operations across the System, additional external expertise is needed to augment and assist management in assessing priority areas for improvement, develop the necessary plans to carryout turnaround efforts, and implement these plans in the achievement of the stated operational improvements. The CCHHS has chosen Navigant Consulting, Inc., a publicly traded organization headquartered in Chicago, IL. Navigant has a very large healthcare consulting practice with over 400 professionals with the requisite expertise and track record in assisting healthcare organizations with similar turnaround projects.

II. SERVICES:

An overview of the scope of work to be performed by Navigant Consulting, Inc. ("Contractor"), deliverables and anticipated project schedule follows.

The scope of services outlined in this contract includes Cook County Hospitals and Health System ("CCHHS") entities of:

- John H. Stroger, Jr. Hospital ("JSH")
- Oak Forest Hospital ("OFH")
- Provident Hospital ("PHCC")
- Department of Public Health ("DPH") [Scope to be further defined prior to agreement]
- Ambulatory and Community Health Network ("ACHN")
- Health System corporate services

The focus is in five primary areas and organized as follows:

1. Physician Alignment
2. Operations
3. Supply Chain
4. Clinical Resource Management

The operation areas are discussed below.

Transformation begins with a holistic review of the organization and corporate services. The results of our assessment will yield a portfolio of opportunities which offer a variety of approaches and returns. While we will certainly seek out quick wins, our experience tells us that the combination of effective strategy; effective physician integration; and IT enabled process improvement are the key elements to sustainable transformation.

The areas for process transformation include four of the five areas within scope:

- Physician Alignment
- Workforce Efficiency / Operations
- Clinical Utilization Management
- Supply Chain

Physician Alignment

Physician alignment is critical to clinical resource management and supply chain management . During financial turnarounds, we would focus on areas where rapid revenue enhancement and expense reduction opportunities would be generated. These areas include:

Financial

- Physician compensation and productivity
- Contracting/compensation

Operational

- Capacity Management
- Demand Management
- Access Management
- Flow Management

Clinical

- Clinical efficiency
- Quality metrics and performance
- Patient safety reporting
- Risk management structure, trends, and performance
- Preference items and clinical supplies

Strategic/Organizational

- Governance and committee structures
- Executive management, departmental roles and structures
- Leadership effectiveness
- Related-party and affiliated relationships
- Quality and peer review process
- Clinical program management
- Funds flow

Workforce Efficiency

Defining opportunities for labor reduction begins with improving operations thereby reducing excess staff. In order to develop a portfolio of sustainable savings, we would evaluate operations on a multi-level step:

Area of Transformation	Performance Variables and Standards
Structure	<ul style="list-style-type: none"> » Mission and service alignment » Number of management levels by Department » Span of control targets
Resource Usage	<ul style="list-style-type: none"> » Comparison vs. peer "best practices" » FTEs and work hours (paid/worked) » Overtime, agency and sitters » Salary expense/rates
Human Resource Management	<ul style="list-style-type: none"> » Union contract requirements » Policies and procedures » Compensation structure » Outsourcing arrangements » Recruitment, retention & workforce availability » Ability to adapt to surge
Process Review	<ul style="list-style-type: none"> » Patient throughput and capacity management » Patient care delivery processes » Ancillary/support processes » Utilization & care management » Technology enabled process efficiencies
Productivity Systems	<ul style="list-style-type: none"> » Productivity tools/metrics » Resource usage against productivity standards » Strengths and weaknesses of tools
Culture and Change Management	<ul style="list-style-type: none"> » Constituent feedback on structure, service focus and resource utilization » Impediments, constraints and risks in force reduction » Union related processes » County requirements and processes

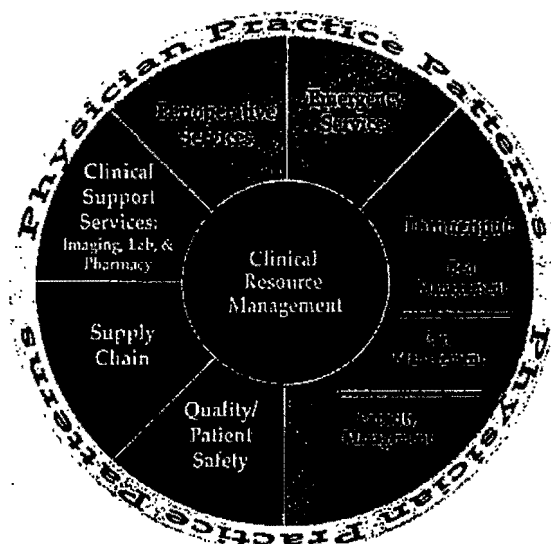
Results of this review would provide CCHHS with the foundation for sustainable improvements.

Clinical Utilization Management

Clinical Utilization Management assessment will help CCHHS improve clinical and operational practices and patterns, while maintaining, and improving where possible, patient care. This initiative will require focused reviews in several areas, including: a) analysis of length-of-stay (LOS), b) evaluation of processes across the patient care continuum to identify opportunities to improve patient flow, cost per patient encounter, patient satisfaction and capacity, and c) identification of opportunities to enhance cost, quality and service through strengthening medical staff alignment.

The LOS analysis provides high-level insight into the opportunity for improvement in Clinical Resource Management (as illustrated in the diagram below), which affects most areas of operations and patient care related activities. NCI will analyze length of patient stay by natural categories and determine CCHHS' acute facilities' current level of performance. Based on these results, we will establish the range of potential improvements in LOS and its corresponding impact on patient care delivery, clinical resources and cost-per-case.

Elements of Clinical Resource Management include:



Through quantitative and qualitative review, we will seek to identify opportunities in areas such as:

Admission, Bed Management and Patient Movement

- Patient intake process and procedures from entry/admission points
- Bed management processes – placement, transfer, room coordination and disposition
- Environmental Services – staffing model/scheduling, discharge bed turnover processes and communication/notification systems
- Transport Services – staffing model/scheduling, inpatient and patient discharge processes and communication/notification systems

Case Management & Care Coordination

- Roles of case management, utilization review and social work with respect to care facilitation, discharge planning, resource utilization and clinical outcomes
- Workflows and structures to ensure day-to-day priorities are met and that goals are achieved
- Technology, or other applications, employed to improve efficiency and effectiveness of staff
- Observation patient status and one day stay usage/oversight
- Denial management policies/procedures

Medical Staff Interface/Involvement

- Physician practice patterns in patient flow "hot spots", examples include: telemetry, observation and consults
- "House staff coverage"/Hospitalist programs and roles for mid-level providers (including physician assistants and nurse practitioners, other)
- Unit Medical Director role and usage in monitored bed units to drive/maintain utilization
- Physician Advisor role and usage across the case management/care coordination continuum
- Medical staff/administrative interface relative to patient flow and presence of joint, common approaches to addressing barriers

Supply Chain & Clinical Support

- Product selection and utilization programs/initiatives (e.g. Value Analysis and/or Product Standardization committees)
- Procedural cost per case in high volume, high dollar services

Supply Chain

Our general approach to Supply Chain improvement was developed around the principles of client interaction, knowledge transfer, and sustained improvement. This process will involve:

- Analyze data from the following:
 - Accounts payable report
 - Products / services purchased
 - General ledger level detailed report
 - Pharmaceutical purchase report (velocity report)
 - High level financial and statistical data
- Benchmark using NCI database for comparative hospitals
- Conduct second level of analysis using product and payment reports to identify specific pricing and utilization opportunities to develop portfolio of opportunities and savings potential
- Interview key constituents within the supply chain / materials management department to understand operational practices
- Evaluate results of analytical review with findings of operational review
- Refine magnitude of opportunity and identify specific opportunities in pricing and utilization
- Validate opportunities with constituents, as appropriate

Each initiative will be documented for appropriate approvals with established tracking mechanisms to ensure realization. We organize supply chain initiatives by categories of products and services (e.g.,

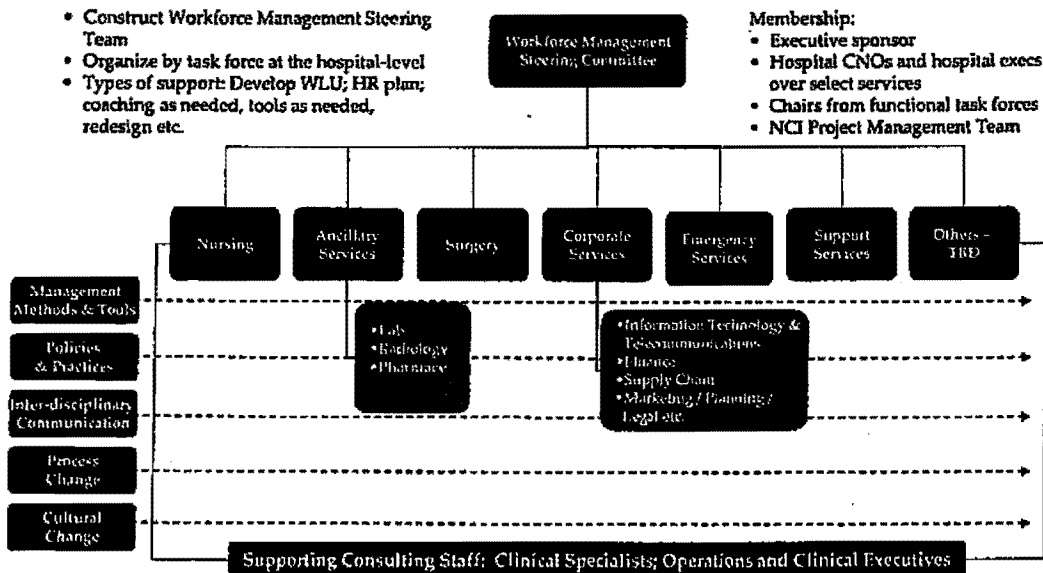
clinical, non-clinical etc.) as noted in scope, and by types of opportunities. Specific areas for prioritized review will include:

- **Physician Preference Items**
 - Orthopedic Implants
 - Spinal Implants
 - Pacemakers & Defibrillators
 - Stents
- **Purchased Services**
 - Agency/Temp Services
 - Outsourced Support Services
 - Biomedical Engineering
 - Imaging Services
- **Clinical Commodity Items**
 - Suture
 - Blood
- **Pharmacy**
 - Wholesaler Contracting
 - 340b Pricing
 - Drug Utilization Management
- **Laboratory**

Implementation Vehicles

A solid implementation structure is a necessity for driving opportunities through to completion. Although implementation is outside the scope of this contract, we will help design the appropriate implementation structure towards the end of the assessment. The implementation structure should consist of the following: a) appropriate CCHHS initiative sponsors/team members, b) NCI support resources, and c) tracking, management, communication and measurement tools required to ensure successful implementation and realization of improvement opportunities.

The following example of an implementation structure for workforce management shows a form in which the above noted Operational Restructuring includes all organizational functions. With this type of structure, NCI would help coach, mentor, provide best-practice tools and facilitate infrastructure requirements to expedite implementation activities and outcomes.



Within workforce management, during implementation, we would begin introducing and implementing steps for realization. For CCHHS, these steps may include:

1. Review and define process for implementing with Union Contracts
2. Engage County Council and other appropriate governmental entities to gain support
3. Organize the process to facilitate implementation schedules to realize benefits
 - Meet with initiative leads to gain commitment to timelines and agree upon action steps
 - Determine opportunities to expedite activities by sharing NCI knowledge related to:
 - a. Best practice process opportunities
 - b. Policy and procedural functions
 - c. Management tools
 - d. Issue and risk mitigation strategies
 - e. Supplementation strategies in areas where CCHHS needs focus
 - f. Straw model process flows based on our observations – so that designs do not have to begin from blank pages requiring additional, unnecessary consumption of resources
 - g. Job description modifications, as appropriate
 - h. Collaboration opportunities with internal departments to facilitate implementation; e.g., work with Human Resources to support needs through attrition plans, modifications to job descriptions etc.
 - i. Physician and/or management advisor roles
 - j. Education and training related to identified improvement opportunities
 - k. NCI subject matter specialists available to perspective and facilitate process
4. Bring together the appropriate resources – within CCHHS and NCI– via one-time meetings, work groups and reoccurring work sessions for the specific purpose of address the issues at hand
5. Establish a measurement and monitoring function which will be an extension of the project management process
6. Communicate with CCHHS oversight committee, engagement sponsors, initiative leads and work teams per defined intervals and as needed

Our method of operation in an implementation effort is to position engagement sponsors and initiative for success. In doing so, we view initiatives from various angles – management, customer, process owner – to determine efficient ways to implement and preempt obstacles.

Given our experience, we apply proven methodologies in conducting assessments, prioritizing opportunities and mobilizing workforce for implementation. The tools which we apply are our benchmarking databases and project management tools, which we typically agree upon in conjunction with clients' preferences.

Our methods for conducting a validation in each of these areas are well developed and based on the principles of:

- methodical review
- high degree of interaction
- pragmatic recommendations
- achievable transformation
- sustainable improvement

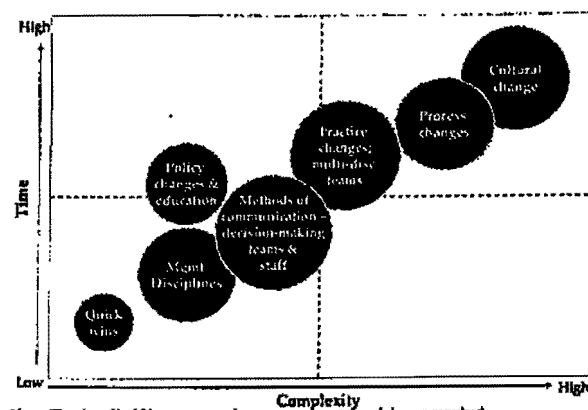
Our method is simple, well-organized, hence, we spend less time on project logistics and more time on gaining organizational insights. This enables us to reduce the time needed to launch and mobilize our resources. Given our proven method, our outputs are structured to accommodate both frequently occurring opportunities across our client base as well as an organization's unique opportunities for operational and financial improvement.

In addition, we will work with your IT service provider to ensure that process change initiatives are enabled by existing technologies (to the extent possible) and that the necessary reporting is available for ongoing measurement.

Applied Methodology – Conceptual

NCI's approach provides a unique combination of a "top-down" and "bottom-up" process whereby we utilize operational benchmarking as a focusing yet work with department/functional leadership in a "bottom-up" process to develop pragmatic solutions.

Change complexity and drivers of opportunities, we find, take on an array



tool

of

forms – from quick wins to process and cultural changes:

- *Quick Wins*: solutions are apparent; team leaders/members are early adopters; ready acceptance of change
- *Management Disciplines*: process for monitoring of key metrics (currently available, existing systems, etc.); accountability structures and processes to ensure that results are achieved and sustained
- *Policy Development and Changes*: Need for revised policies and procedures and corresponding educational needs to accompany policy changes
- *Practice Changes*: Establish/Reconfigure key decision-making teams; clinical support interdisciplinary teams such as case management; patient throughput; infrastructure support; value analysis; human resources, etc.
- *Strategies for Communication and Feedback*: communication between multi-disciplinary decision-making teams and staff; managing physician expectations and communication
- *Process Improvement opportunities*; e.g.,
 - a. identify select activities or work processes which could be eliminated, modified or improved with or without existing or future technology;
 - b. change in staffing models for patient care areas and work with selected clinical leadership to transition the ongoing process
- *Cultural Change*: identifying cultural transformation needs, if any, in initiating change.

Although opportunities for improvement are typically a blend of multiple drivers, opportunities will be evaluated for the most appropriate sequencing of initiatives for implementation. The sequencing of initiatives will be contingent upon factors such as culture, process owner buy-in, the need for quick wins to gather momentum, etc.

Applied Methodology – Process

NCI will use a 5-step approach as outlined below.

Step 1: Project Organization and Process

NCI will report to the engagement sponsor(s). We will collaborate with the engagement sponsor(s) to create the optimal leadership structure for this project. Key activities in project structure development will include:

- Integrate with Benchmarking & Cost Reduction Steering Committee
- Develop Communication Plan
- Develop Human Resources Plan
- Complete Data Collection

Step 2: Evaluate and analyze operations through qualitative and quantitative analyses

We will review current work-to-date and plans. We will interview constituents from each entity within the scope and representatives from each of the functional areas to better understand existing operations as well as the following:

- Management structure and current span of control within the departments
- Staffing levels, relative to workload; flex staffing
- Operational structure and other factors of efficiency – facility layout, technology use, communication and leadership
- Inter and intra-departmental communication, etc.

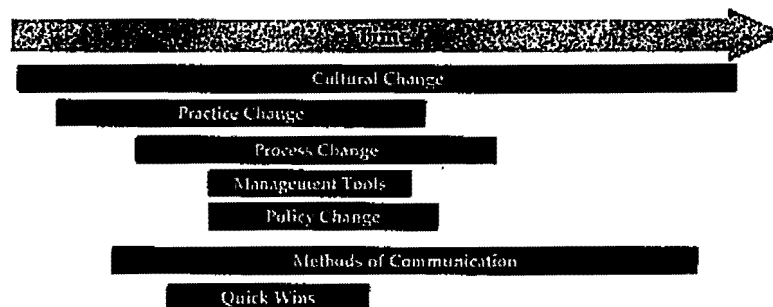
Step 3: Validate opportunities and define new opportunities

We will identify preliminary opportunities, related operational impact and practicality within CCHHS. With these initial opportunities, we will determine the level of operational or organizational changes required and their ultimate viability in the short- and long-term. These opportunities will then be vetted with key owners and/or with leadership to distill those which are practical for CCHHS and determine the priority of each opportunity.

Step 4: Prioritize opportunities and develop implementation plan

Following validation, we will create a portfolio of recommendations to reflect revised organizational structures, responsibilities, service and financial improvements. The recommendations will be prioritized for implementation with a timeline and high level implementation plan.

Our approach to prioritizing implementation of opportunities will be based on balancing ease of achieving with those requiring progressive change efforts. Conceptual illustration of our prioritization is shown by the following graph:



Step 5: Define measures and implementation structure

For CCHHS to track implementation, we will provide current and target measures for operating and service performance, where applicable. This will be supported by recommended implementation

structure which will likely include a subset of the Steering Committee, if applicable. We will also discuss, if appropriate, any implementation gaps and needs.

At the conclusion of the assessment phase, we will provide target performance measure based on CCHHS' improvement opportunities.

The assessment process would take between eight and twelve weeks and involve approximately 18 – 25 people. Project Management, consisting of a Project Director and Analyst, would predominantly remain on-site approximately four days per week for the duration of the engagement. Our Project Director would be an experienced executive with depth in consulting. Subject Matter Specialists consisting of experienced clinicians, physicians, operations executives and business analysts would be on-site to conduct the assessment. Our approach is to conduct an assessment by being on-site for 70% - 80% of the engagement so that we are accessible and available to client staff and leadership.

For this engagement, we propose the following individuals. Of course, our staffing is contingent upon timing of the engagement and staff availability; however, we expect the following individuals will lead their respective segments.

Role	Lead Resources
Engagement Oversight	David Zito and David Burik
Engagement Director	Paula Douglass and Thomas Honan
Finance	Thomas Honan
Patient Throughput – Facilities	Christopher Newman
Physician Integration / Alignment	Judi Simmons, MD
Operations	Ginger Campbell, RN, Ph.D or Edward Wenzke and Pam Sapienza, RN
Clinical Resource Utilization	Louise Bedard, RN and Roger Kaiser, MD
Supply Chain	Rosemary Grandusky & Paul Kreder

Assessment Work Plan (see attached Table # 1)

IV. CONTACT INFORMATION

Navigant Consulting, Inc
David P. Zito, Managing Director
Healthcare Practice Leader
30 S. Wacker Drive, Suite 3100
Chicago, IL 60606

CCHHS
William T. Foley
Chief Executive Officer
1900 W. Polk, Suite 220
Chicago, IL 60612

EXHIBIT B**PAYMENT TERMS**

The Contractor will be paid a fixed fee for this assessment in the amount of \$1,415,000. This fee will be paid in four equal increments of \$353,750 plus out-of-pocket expenses. The first payment will be made upon execution of this contract.

The Contractor will invoice CCHHS for the remaining three installments at the conclusion of each four week period of this project. These invoices will include both the fixed fee as well as out-of-pocket expenses (such as travel, lodging, etc.) incurred by the Contractor. Contractor shall follow its expense policy standards, attached as Exhibit B-1, to support the invoicing of any out-of-pocket expenses submitted. The total amount of any out-of-pocket expenses will not exceed 15% of the total professional fee or \$212,250.

The total amount of this contract will not exceed \$1,627,250.

All invoices will be paid within 60 days of receipt. Contractor shall have, in its sole discretion, the right to suspend services under this Contract without any further obligation to CCHHS in the event any undisputed invoice amounts are more than ninety (90) days past due.

EXHIBIT B-1
EXPENSE POLICY STANDARDS

GENERAL

Employees shall be reimbursed for business expenses on the basis of the submission of an expense report. The form must be properly documented, with all information provided as required. The employee must sign and date the expense report attesting that all reported expenses were incurred for a valid business purpose in conformance with NCI's policy and guidelines. An authorized signature may be required, as well.

RECEIPTS

Employees must submit original receipts for all expenses exceeding \$25 or more.

Improperly documented items will not be reimbursed.

IRS accepts only those receipts bearing the name and address of the establishment as part of the receipt. Original receipts are required. Receipts should include the name and location of the vendor, date and amount. A credit card statement is not a preferred form of receipt but may be used for lost or missing receipts. Credit card statements often lack the detail that is required for auditing. Acceptable receipts are as follows:

- Airline tickets – The receipt should show the dates of travel, departure/destination locations, fare class, ticket number and price. The Agency itinerary should accompany electronic tickets with boarding passes provided when available.
- Airline change fees – The change fee must be clearly noted and associated with a purchased airline ticket. The airline ticket dollar history should be outlined in terms of the original amount, change fee amount, and new ticket amount.
- Car rental – The receipt must show the number of rental days, the rental location and the breakdown of charges.
- Hotel – The itemized hotel bill. Adequate documentation should show the name and location of the hotel, the dates of stay with separate amounts for lodging, taxes, meals, telephone charges, etc.
- Telephone/Cell Phone – An itemized bill / receipt showing the telephone numbers called.

- Other – Credit card receipts may be used as receipts for smaller purchased items, such as meals and taxis.

AIR TRAVEL

All domestic air travel should be booked as coach class and in general, should be the lowest cost flight as provided by the NCI Travel Agency, at the time of ticketing, which in general should be an advanced purchase.

GROUND TRANSPORTATION

Automobile rentals are authorized when such use is clearly in the business interest of the Company and is cost-effective. The employee should rent an intermediate class automobile.

Automobile rentals should be booked through Avis and the reservation guaranteed with the Company Charge Card. Alternative providers may be used when the rate is cost effective.

Liability coverage is maintained by NCI for all employees on Company business. As such, the traveler should decline additional liability coverage. Supplementary loss damage/collision damage and liability insurance purchased by the employee is not reimbursable by the Company.

Employees traveling together are expected to share a rental car.

Employees should refuel just prior to return of the automobile to avoid rental companies' premiums over the local market price for gasoline

Employees who are required to use their own automobiles on company business will be reimbursed for mileage driven. NCI reimburses personal automobile use at the IRS published reimbursement rate.

If an employee is traveling by personal automobile on company business, NCI requires the employee to carry, at the employee's expense, public liability and damage insurance at the minimum required by law.

LODGING

Hotel selection should be based on the general convenience of the property to the work assignment, as well as comfort, safety, general satisfaction of the accommodations.

Employees will be reimbursed for actual and reasonable lodging costs incurred. In general, accommodations should be made in mid-priced properties (\$120 - \$180) if possible. It is understood that business travel can coincide with "high season" traffic or special events that inflate otherwise average-price accommodations. If this occurs, make a note on the hotel bill when it is submitted for reimbursement.

Late checkout fees are reimbursable with sufficient business justification.

When submitting Lodging expenses on the report, the employee must separate the cost of the room and room tax, from other incidental charges on the receipt (meals, laundry, etc.) The incidentals must be entered separately, with the appropriate cost code.

MEALS

"Meals" cover reasonable and documented meals purchased while traveling, conducting NCI business. The reimbursement of meals is included in a per diem allowance, if applicable, and therefore would not be separately reimbursable if receiving the allowance.

To ensure compliance with IRS regulations on meals, the following information must be documented:

- Cost
- Date
- Place (name and location)
- Business purpose and nature of business-benefit derived or expected to be derived.
- Name, company name, and title of people present or other designation sufficient to establish business relationship to the Company.

INCIDENTALS

Dry cleaning and/or laundry costs shall be reimbursed when duration of the trip is at least six days or for emergency spills/situations.

Reasonable tips in relation to services rendered will be reimbursed. A tip generally should not exceed 18% of the total cost. The reimbursement of this cost is included in a per diem allowance, if applicable, and therefore would not be separately reimbursable if receiving the allowance.

Reasonable costs of telephone, fax, postage, baggage handling or other incidental expenses are reimbursable when required for business purposes.

Navigant Consulting Contract-Table # 1
High-Level Assessment Work Plan

Segment	Task	Step	Description	Leader	Team	Work Days
I			Establish Project Infrastructure	D. Zito	P. Douglas B. Smith R. Kaiser	40
	1		Establish Project Organization			
		1	Establish Steering Committee			
		2	Establish Physician Advisory Committee			
		3	Define CCHS Support Resources			
	2		Finalize Project Plan			
		1	Finalize Detailed Work Plan			
		2	Finalize Meeting Schedule			
		3	Finalize Resource Commitment - CCHS and NCI			
		4	Finalize Deliverables			
	3		Establish Financial Baseline			
		1	Establish Baseline Period			
		2	Establish 3-Year Financial Baseline - Confirm Planning Assumptions			
	3		Develop / Initiate Communication Plan			
	4		Develop Human Resource Plan			
	5		Complete Data Collection			
II			Conduct Operations / Labor Productivity Assessment	B. Smith C. Tong	G. Campbell P. Saplenze (Nursing) R. Sams (ED) J. Rodas (Lab) E. Walsh (OR) R. Skinner (IT) C. Hurley (Fin) B. Troy (HR) S. Patel (Pharm)	200
	1		Conduct Labor Productivity Benchmarking			
		1	Identification of appropriate base period			
		2	Gathering data from payroll and finance - Productive/Overtime/Non Productive/Paid Hours - Agency and Contract Hours - Work Load Units (Units of Service)			
		3	Grouping departments major into NCI benchmarking groups			
		4	Conduct analytic review and define variances			
	2		Conduct Management Span of Control Analysis			
		1	Conduct job code review			
		2	Develop Span of Control analysis			
		3	Develop Administrative Support coverage analysis			
		4	Review current departmental organization charts			
		5	Develop improvement opportunities			

Navigant Consulting Contract-Table # 1
High-Level Assessment Work Plan

Segment	Task	Step	Description	Leader	Team	Work Days
	3		Deploy Subject Matter Experts to Conduct Process & Best Practice Review			
		1	Review Benchmark results			
		2	Conduct interviews with department, process and medical leadership			
		3	Provide an objective analysis of staffing levels and skill mix, and corresponding operations, practices, processes, systems and structures driving current performance			
		4	Recommend performance targets			
		5	Develop staffing models for patient care areas			
		6	Define process, operations and other key changes required to achieve new performance targets			
			<i>Subject Matter Experts include:</i>			
			- Patient Care Services (Inpatient, Peri-Operative, Emergency, Other)			
			- Ancillary Services (Laboratory, Pharmacy, Imaging)			
			- Support Services			
			- Administrative Services (Finance, HR, IT)			
	4		Evaluate HR & Work Force Management Process & Tools			
		1	Review HR Pay Practices			
		2	Review Work Force Management Processes, Systems and Tools			
		3	Define Improvement Opportunities			
	5		Summarize Improvement Opportunities			
III			Conduct Supply Chain Assessment	P. Krader	A. Lawless V. Humphrey S. Patel L. Taylor	80
	1		Conduct Current State Assessment			
		1	Conduct interviews in all major service areas with a focus on UNCHCS' processes, opportunities and culture for change in the supply chain arena.			
		2	Conduct a rigorous analysis of all purchases for the previous year and review products, services, contracts, usage, volume, vendors and pricing. We will analyze opportunities in pharmacy, clinical, surgical, non-clinical and purchased services categories			
		3	Conduct a comparative analysis of CCHS pricing using NCI databases, experience and knowledge.			
	2		Identify Specific Improvement Opportunities			
		1	Identify Supply Chain Infrastructure requirements			
			- Organization structure			
			- High-level Policies & Procedures			
			- Use of Technology			
			- Sourcing & Contracting Strategy			

Navigant Consulting Contract-Table # 1
High-Level Assessment Work Plan

Segment	Task	Step	Description	Leader	Team	Work Days
			<ul style="list-style-type: none"> - Use of GPO & Direct Contracts - Distribution & Logistics Optimization - Inventory Management 			
		2	Identify Pricing & Sourcing Opportunities			
		3	Identify Vendor and Product Standardization Opportunities			
		4	Identify Utilization Opportunities			
		5	Identify Pharmacy 340B Opportunities			
		6	Conduct a high-level validation with key stakeholders for high opportunity areas			
IV			Conduct Clinical Resource Management / Patient Throughput Assessment	R. Kaiser	C. Wetmore L. Bedard C. Newman	100
	1		Conduct Current State Assessment			
		1	Analyze Length of Stay by Service by Site			
		2	Review the Admission & Bed Management Processes <ul style="list-style-type: none"> - Patient Flow and preparation from entry / admission points - Bed management processes – Placement, transfers, discharge, coordination of semi-private rooms; capacity management - Environmental Services - Staffing model / scheduling; discharge bed turnover processes; communication / notification system 			
		3	Review Case Management / Care Coordination Processes <ul style="list-style-type: none"> - The role of Case Management and social work and utilization review with respect to care facilitation, discharge planning, utilization management and clinical outcomes - Specific workflows and structures to ensure that day-to-day priorities are met and that goals are achieved - Use of technology or applications to improve efficiency and effectiveness of role - Use/oversight of observation status and one day stay management 			
		4	<ul style="list-style-type: none"> - Use of data to identify priorities and influence practice behaviors; denial management Patient Transport / Escorts <ul style="list-style-type: none"> - Model of patient transport services - Automation of patient transport and bed management - Process, bottlenecks and opportunities for enhancement 			
		5	Medical Staff Interface: evaluate options for improvements through: <ul style="list-style-type: none"> - Physician practice patterns that may improve throughput in areas such as telemetry, observation, consults etc. - "House staff coverage" / Hospitalists programs in use; role for mid-level providers, i.e., Physician Assistants, NPs; potential for utilization improvements by use of Unit/Medical Directors in monitored bed units - Applicability of Case Management Physician Advisor - Medical staff / administrative interface relative to patient flow to have joint/common approaches to addressing barriers 			
		6	Assess Current Patient Aggregation <ul style="list-style-type: none"> - Patient Cohorting to optimize staffing and patient flow - Bed availability (e.g., number of ICU, Monitored, Med/Surg beds) 			

Navigant Consulting Contract-Table # 1
High-Level Assessment Work Plan

Segment	Task	Step	Description	Leader	Team	Work Days
	2		<i>Develop Future State CRM / Patient Throughput Model</i>			
		1	Patient Aggregation Scenarios			
		2	Admission & Bed Management Processes			
		3	Case management / Care Coordination Processes			
		4	Patient Transport / Escort Processes			
		5	Medical Staff Interface			
	3		<i>Quantify Impact of Future State CRM / Patient Throughput Model</i>			
		1	Define Length of Stay Targets			
		2	Define Financial Impact of Achieving LOS Targets			
			- Cost Reduction			
			- Revenue Enhancement			
		3	Estimate Timing of Benefits			
V			<i>Conduct Physician Assessment</i>	D. Daugherty M. Bard	C. Thompson-Bodkin T. Kelly	150
	1		<i>Assess Current Funds Flow & Graduate Medical Education</i>			
		1	Analyze/quantify all sources of revenue/income for the departmental compensation plans including: - Clinical revenue, including all professionals - Administrative and financial support - Research role and expense to clinical enterprise - Teaching revenue from University and any other sources - Special/strategic support of any departments, and practices or programs			
		2	Analyze/quantify financial relationships between school, departments, hospital, faculty, clinics			
		3	Assess incentives to optimize faculty performance			
		4	Evaluate mechanisms to define and monitor the scope and quality of services purchased from the University			
		5	Assess scope of programs, educational necessity vs. economic reality and how subsidy decisions are made and monitored			
		6	Evaluate all external sources of funds to support GME (DME/IME) as well as other sources of income (e.g. industry grants, reserve accounts, foundation support) to support mission critical programs and relate this funding to the cost of GME on the hospital side			
		7	Develop recommendations to address the issues discovered for each component of the CARTS analysis			
	2		<i>Assess Clinic Operations</i>			
		1	Clinical practice operations, income and expenses			

Navigant Consulting Contract-Table # 1
High-Level Assessment Work Plan

Segment	Task	Step	Description	Leader	Team	Work Days
VI		2	Physician productivity and compensation, utilizing comparisons to national and regional benchmarks, including a high-level analysis of departmental compensation plans	D. Zito	P. Douglas B. Smith R. Kaiser C. Tong	20
		3	Staffing expenses, including number and type of staff to support current operations with comparisons to benchmarks of comparable high performing organizations			
		4	Direct and indirect operating expenses			
		5	Financial performance and volume levels			
		6	Revenue enhancement opportunities			
		7	Professional contracting capabilities			
		8	Technology enablement			
		9	Other expenses/costs that are part of each practice plan such as expenses associated with time spent in house staff teaching and supervision of clinical services and units			
		3	Identify Physician Opportunities			
			Develop Prioritized Implementation Plan			
VII		1	Summarize Improvement Opportunities	D. Zito D. Burik	P. Douglas E. Wenzke C. Tong	10
			Summarize Labor Productivity / Operations Opportunities			
			Summarize Supply Chain Opportunities			
			Summarize CRM / Patient Throughput Opportunities			
			Summarize Physician Opportunities			
			Summarize Strategic Opportunities			
		2	Develop High-Level Implementation Action Plan			
		3	Develop Realization Schedule			
		1	Define Realization Schedule for Opportunities			
	2	Incorporate Opportunities & Realization Schedule into Baseline Financial Model				
		Present Results				
	1	Prepare Final Report				
	2	Conduct Final Steering Committee Meetings to Obtain Approval				
	3	Define Implementation Plan / Resource Requirements				
				Total Estimated Days		600
				Total Estimated Hours:		4800

PART II
GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor[^], attorney[^], lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship[^], and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than 1) a not-for-profit entity[^], on an unpaid basis[^], or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor are of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel within thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is reasonably satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract. Contractor shall maintain at his own expense, the following insurance coverages:

1. Commercial General Liability Insurance, including Contractual Liability, no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) annual aggregate, covering Personal Injury, Bodily Injury and Property Damage.
2. Commercial Automobile Liability Insurance, including hired, owned and non-owned vehicles, if any, no less than One Million Dollars (\$1,000,000) combined single limit covering Bodily Injury and Property Damage.
3. Workers' Compensation Insurance in the amount of the statutory maximum with an employer's liability coverage of at least Five Hundred Thousand Dollars (\$500,000).
4. Professional Liability insurance with annual limits of not less than Five Million Dollars (\$5,000,000) in the aggregate.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided by Contractor in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they materially fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against costs, expenses, attorneys fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any third party claims arising out of the negligent performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost and payment provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided and expenses not actually incurred as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the same type and scope as the Deliverables provided to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding, unless either party elects to pursue actions either at law or in equity. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract, unless such dispute is related to the County's failure to pay Contractor as described in Exhibit B of the Contract Documents, during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth in reasonable detail the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, and the County shall have given Contractor timely written notice of such breach with an opportunity to cure as provided above, or in the event Contractor expresses in writing an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default (whether or not Contractor shall have cured such breaches) and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach. In the event County is in default of the payment terms set forth in Exhibit B of the Contract Documents, Contractor may, in its sole discretion, terminate this Contract without any further obligation to County or suspend the provision of services until payments due and owing are paid to Contractor in accordance with the terms of Exhibit B of the Contract Documents.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach. If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses in writing an unwillingness or inability to continue performing

employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and

sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary county reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that

will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

and

Chief Executive Officer
Cook County Health and Hospital System
1900 W. Polk Street, Room 123
Chicago, Illinois 60612

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process upon payment for all services provided and expenses incurred under the Contract up to the date of termination. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process upon payment in full for all services provided and expenses incurred as of the date of termination of those portions of the Contract which are terminated. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to

County under this Contract. EXCEPT FOR THE GUARANTEES AND WARRANTIES SET FORTH IN THIS SECTION GC-26 CONTRACTOR AND ITS SUBCONTRACTORS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

- (1) Part I; Contract for Service;
- (2) Part II, General Conditions;
- (3) Exhibit A, Scope of Work;
- (4) Exhibit B, Payment Terms; and
- (5) Table # 1, High-level Assessment Work Plan.
- (6) EDS forms

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook except to the extent that they include generally applicable methodologies, tools, principles and ideas used by Contractor in its business generally, such information shall remain the property of Contractor ("Contractor Property") for which Contractor grants to County the royalty-free right to use in connection with the Deliverables. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby other than Contractor Property, whether such reproduction or use is for Contractor's own purposes or for those of any third party. Notwithstanding the foregoing, Contractor shall retain copies of any Contractor summary or report delivered to County under this Contract for its internal recordkeeping purposes or compliance with applicable professional standards. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund any undisputed disallowed amount to the County on request, or at the County's option, the County may credit the undisputed amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have

to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the Ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN**Section 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

To: _____ and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.*

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ _____ %	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative
of the _____ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ _____ which represents the above indicated total percentage _____ % for the contract amount \$ _____.

(Signature of affiant) _____ / _____ / _____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary's Signature) _____ (Notary Seal)

**COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY**

Upon penalty of perjury, _____ (print name),
the _____ (title) and duly authorized
representative of _____ (Bidder Proposer firm),
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$_____, which represents the
above indicated total percentage _____ % for the contract amount \$_____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary's Signature)

(Notary Seal)

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☐

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

☐

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

☐

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

☐

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)

☐

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- ☐ 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- ☐ 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- ☐ 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- ☐ 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- ☐ 5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: _____

- b) If yes, list business address(es) within Cook County:

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____ Applicant has no "Substantial Owner."

OR

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

 (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____

SS# (Last Four Digits): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone: (____) ____ - ____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- _____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

X _____
Notary Public Signature Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name _____ D/B/A: _____ EIN NO.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☐ No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

04.09

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X. _____
 Notary Public Signature

 Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

- * Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

****SIGNATURE OF PRESIDENT:** _____

ATTEST: _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

**COOK COUNTY SIGNATURE PAGE
(SECTION 9)**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS _____ DAY OF _____, 20____.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ _____
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
May 22, 2009

ATTACHMENT #3

Cook County Department of Public Health

Cook County Health & Hospitals System

Todd H. Stroger • President
Cook County Board of Commissioners

Warren L. Batts • Chairman
Cook County Health & Hospitals System

Jorge Ramirez • Vice Chairman
Cook County Health & Hospitals System

William T. Foley • CEO
Cook County Health & Hospitals System



Health System Board Members

Dr. David A. Ansell
Commissioner Jerry Butler
David N. Carvalho
Quin R. Golden
Benn Greenspan
Sr. Sheila Lyne
Dr. Luis R. Muñoz
Heather E. O'Donnell
Andrea L. Zopp

1010 Lake Street, Suite 300
Oak Park, Illinois 60301

Telephone (708) 492-2000
TDD (708) 492-2002

Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer

May 18, 2009

Cook County Health & Hospital System Board

Dear Chairman Batts:

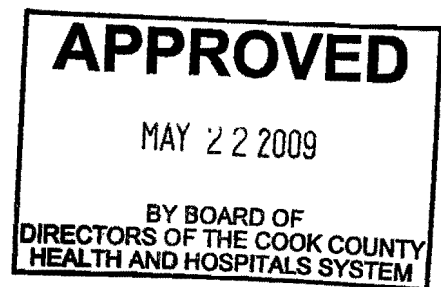
The Cook County Department of Public Health (CCDPH) respectfully requests authorization for the Purchasing Agent to enter into and execute a contract with AT & T Corp., Chicago, Illinois, to provide video conference equipment, as well as associated services, including configuration, installation, implementation, training and maintenance services, for the Department of Public Health to communicate during normal and emergency operations with those governmental and non-governmental offices inside and outside County government.

AT & T Corp. is recommended based upon the results of a Request for Proposal (RFP) process. The Department of Public Health in conjunction with the Purchasing Agent conducted an RFP process with the goal of awarding a contract. The RFP was issued in November 2008 and re-issued in December 2008. After two (2) RFP submission periods, there was one (1) respondent to this RFP. AT & T Corp. was chosen based upon their response to the specific criteria requested and recommendation of the selection committee. This contract is for three years. Equipment and installation, configuration, training, and maintenance services will occur in year 1. Maintenance services on the equipment will occur in years 2 and 3.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen A. Martin, Jr.", written over a horizontal line.

Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer



Enclosure

We Bring HealthCARE to Your Community



Public Health
Prevent. Promote. Protect.

Transmitting a Communication, dated May 18, 2009 from

STEPHEN A. MARTIN, JR., Ph.D., M.P.H. CHIEF OPERATING OFFICER, Cook County
Department of Public Health

requesting authorization for the Purchasing Agent to enter into and execute a contract with AT & T Corp., Chicago, Illinois, to provide video conference equipment, as well as associated services, including configuration, installation, implementation, training and maintenance services, for the Department of Public Health to communicate during normal and emergency operations with those governmental and non-governmental offices inside and outside County government.

Reason: AT & T Corp. is recommended based upon the results of a Request for Proposal (RFP) process. The Department of Public Health in conjunction with the Purchasing Agent conducted an RFP process with the goal of awarding a contract. The RFP was issued in November 2008 and re-issued in December 2008. After two (2) RFP submission periods, there was one (1) respondent to this RFP. AT & T Corp. was chosen based upon their response to the specific criteria requested and recommendation of the selection committee. This contract is for three years. Equipment and installation, configuration, training, and maintenance services will occur in year 1. Maintenance services on the equipment will occur in years 2 and 3.

Estimated Fiscal Impact: None. Grant funded amount: **\$261,740.30** (769-579 Account).
Contract period: June 2, 2009 through June 30, 2012. Requisition No. 87691001.

The Chief Information Officer of Cook County has reviewed this item and concurs with this recommendation.

Vendor has met the Minority and Women Business Enterprise Ordinance.

PART I

This CONTRACT is made and entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois, acting through the Cook County Department of Public Health (hereinafter referred to as "County") and AT&T Corp. (hereinafter referred to as "Contractor"), pursuant to authorization by the Cook County Board of Commissioners, as evidenced by Exhibit A, Board Authorization Letter.

WHEREAS, the Cook County Department of Public Health (the "Department") performs a variety of public health functions, which are performed within numerous facilities located within the County of Cook; and

WHEREAS, the Department desires to expand its current inventory of telecommunications equipment to permit the establishment of a network of video conferencing capabilities between the offices utilized by the Department, as well as capabilities between those Department offices inside and outside County government (the "Equipment"); and

WHEREAS, pursuant to a Request for Proposals ("RFP") initially issued on or about November, 2008 and subsequently re-issued on December 9, 2008, the Department sought the services of a qualified Contractor that would provide the Equipment, as well as associated services, including configuration, installation, implementation, training and maintenance services (the "Services"); and

WHEREAS, pursuant to its Response to the RFP dated November 21, 2008 ("Response"), Contractor represented that it was willing and able to provide the Equipment and Services on the terms and conditions set forth herein and now so represents.

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Contract as if fully set forth herein.

II. SCOPE OF WORK

The Equipment and Services to be provided by Contractor shall be as set forth in Exhibit B, Scope of Work. The requirements of Part III: County Requirements: Special Conditions of the RFP and Sections 3.01 through 3.03 of the Response (pages 18 through 25, inclusive) are incorporated within Exhibit B, Scope of Work by reference.

III. TERM

This Contract shall commence upon proper execution by the County ("Effective Date") and shall continue for Thirty-Six (36) months thereafter, unless terminated earlier as provided herein ("Term").

IV. COMPENSATION AND PAYMENT TERMS

(A) Maximum Contract Amount

All charges under this Contract shall not exceed the sum of \$261,740.30 (the "Maximum Contract

APPROVED

MAY 22 2009

BY BOARD OF
DIRECTORS OF THE COOK COUNTY
HEALTH AND HOSPITALS SYSTEM

Amount") and shall be paid according to the itemized breakdown set forth in Exhibit B, Scope of Work and the Payment Schedule set forth in subsection (B), Payment Schedule, below.

Notwithstanding anything stated to the contrary herein, the parties agree that: 1) the prices referenced in Exhibit B, Scope of Work are firm prices and not estimates and shall not be subject to expiration or modification during the term of this Contract except upon the mutual written agreement of the parties; and 2) the Maximum Contract amount is inclusive of any shipping and freight charges.

(B) Payment Schedule

The Maximum Contract amount shall be paid as follows:

1.	Upon the Initial Installation Date (defined below)	\$210,860.30
2.	12 months after the Initial Installation Date	\$ 25,440.00
3.	24 months after the Initial Installation Date	\$ 25,440.00
Total		\$261,740.30.

For purposes of this Contract, the "Initial Installation Date" is defined as the date upon which all of the following have occurred: 1) Contractor has installed and configured the Equipment set forth in Exhibit B, Scope of Work; 2) Contractor has completed the training set forth in Exhibit B, Scope of Work; and 3) the County has issued its written acceptance of the installed and configured Equipment and the completed training.

V. GENERAL CONDITIONS - SUPPLY/SERVICE

This Agreement incorporates and is subject to the provisions attached hereto as Part II, General Conditions - Supply/Service-Sole Source.

VI. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

The documents comprising this Contract ("Contract Documents") are: 1) Part I; 2) Part II, General Conditions-Supply/Service-Sole Source; 3) Exhibit A, Board Authorization Letter; and 4) Exhibit B, Scope of Work.

This Contract shall be interpreted and construed based upon the following order of precedence of Contract Documents. Such order of precedence shall control to resolve all cases of conflict, ambiguity or inconsistency.

1. Part I;
2. Part II, General Conditions - Supply/Service-Sole Source;
3. Exhibit B, Scope of Work;
4. Exhibit A, Board Authorization Letter.

[END OF SECTION]

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
May 22, 2009

ATTACHMENT #4

Cook County Department of Public Health

Cook County Health & Hospitals System

Todd H. Stroger • President
Cook County Board of Commissioners

Warren L. Batts • Chairman
Cook County Health & Hospitals System

Jorge Ramirez • Vice Chairman
Cook County Health & Hospitals System

William T. Foley • CEO
Cook County Health & Hospitals System



Health System Board Members
Dr. David A. Ansell
Commissioner Jerry Butler
David N. Carvalho
Quin R. Golden
Ben Greenspan
Sr. Sheila Lyne
Dr. Luis R. Muñoz
Heather E. O'Donnell
Andrea L. Zopp

1010 Lake Street, Suite 300
Oak Park, Illinois 60301

Telephone (708) 492-2000
TDD (708) 492-2002

Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer

May 13, 2009

Cook County Health & Hospital System Board

Dear Chairman Batts:

The Cook County Department of Public Health (CCDPH) respectfully requests authorization to apply for a grant from the National Association of County & City Health Officials (NACCHO). The application to be submitted would seek \$400,000.00 in grant funds to work in collaboration with the Public Health Institute of Metropolitan Chicago, a not for profit organization with expertise in the administration of grants involving public health projects, and with the University of Illinois at Chicago School of Public Health (UICSPH).

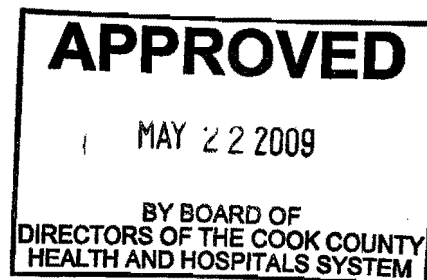
The Cook County Department of Public Health would be the lead agency on the proposed project, which would involve the establishment of an "Advanced Practice Center" (APC) following NACCHO and Centers for Disease Control and Prevention guidance to improve access to critical public health preparedness resources for emergency planning and training. The Public Health Institute of Metropolitan Chicago would administer funding received for this project, and the UICSPH would conduct the appropriate research to establish these communication networks and prepare the guidance for replication of this project in other health departments throughout the country.

By establishing an APC, the CCDPH will join a network that provides vital knowledge regarding work that has been done by other local health departments across the United States, helping to reduce duplication of resources and effort and to expose local planners to quality innovations, strengthening the Department's ability to perform vulnerability assessments and to strengthen response capacity.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen A. Martin, Jr.".

Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer



Public Health
Prevent. Promote. Protect.

We Bring HealthCARE to Your Community